

The complaint

Mr B has complained that Sainsbury's Bank Plc ("SBP") declined his claim against it under Section 75 of the Consumer Credit Act 1974.

What happened

The facts of this case have been set out in detail previously and both parties are aware of them so I will only briefly set them out here. Mr B says his car lost power and had some warning lights showing so he visited a garage to fix the issue. In October 2022, Mr B used his SBP credit card to pay for the replacement of a turbo on his vehicle – through a supplier I'll refer to as M. The turbo cost (including parts and labour), just under £1,000 and debited his credit card account on 27 October 2022.

Mr B says he drove the vehicle home with no problems but later that day, the original problems persisted. He says he took the car back to M, who charged him a further £150 to clear the DPF that was blocked. A payment of £150 was made to M on 28 October 2022 again using his SBP credit card.

Over the coming months, Mr B says the problems persisted. Mr B says that M replaced a boost control for free and also corrected an issue with the sealant in late October 2022 and the middle of November 2022 respectively. However, Mr B says the problems continued to persist. Mr B visited a number of other garages and over the next few months, he paid for the regeneration of the DPF and the EGR was replaced. These works were carried out by other garages. At this time, he declared the car to be SORN for 6 months.

After this period had passed, he then paid another garage for a full chemical clean of the DPF and this garage (garage A) told him that the turbo was showing as having faults. Mr B says garage A told him the turbo hadn't been replaced. He contacted the citizens advice bureau who told him to raise a section 75 claim. Mr B feels all the issues with the vehicle are related to M not replacing the turbo with a new turbo but a second hand one, and he feels M charged him for a new turbo but didn't give him this.

SBP says Mr B contacted it on 16 November 2023 to raise a dispute, so it considered a claim under Section 75 of the Consumer Credit Act 1974 (s.75). SBP asked Mr B for a full breakdown of everything that happened and any evidence he had. M also provided its testimony. It said it charged Mr B approximately £938 for a replacement turbo (parts and labour included). It came with a one-year warranty and 3-month labour warranty, but Mr B never returned with any concerns about it. M said it believes the £150 charged was for a different service unrelated to the turbo and asked for Mr B to provide a copy of the invoice as it had been over a year since the works had been carried out. It said the £150 is unlikely to be for clearing of the DPF as that only costs £75.

Mr B said he was never given an invoice or a breakdown of the works carried out so he couldn't provide this. He did provide copies of invoices and works that the other garages had completed. But he felt the original replacement of the turbo was the cause of his issues bearing in mind what garage A had told him. He felt that M must've replaced his turbo with a

second-hand turbo that caused all the issues with the vehicle, and this is not what he paid for.

SBP declined Mr B's claim under s.75 explaining he hadn't demonstrated that M had breached the contract or misrepresented anything to him. It said it was not clear what caused the problems with the car and Mr B had had several garages working on his car. SBP said there was no evidence the turbo hadn't been replaced correctly or that the £150 was related to repair work which would indicate that there were problems with the turbo replacement. It said M had informed it, that Mr B never returned following the initial works for additional repairs and he couldn't evidence otherwise.

Mr B remained unhappy so referred the complaint to our service. Our investigator looked into things and didn't think SBP had acted unfairly. He said Mr B only had 120-days from the transaction date to raise a chargeback so when he contacted SBP in November 2023, he was out of time to raise a dispute through the chargeback scheme. And he said there wasn't sufficient evidence that there had been a breach of contract because there was no evidence the turbo was defective or hadn't been installed correctly. Our investigator further explained that Mr B had provided no evidence that firstly he was entitled to a new turbo under the contract, that he hadn't been provided with a new turbo, or that the turbo was the cause of his issues. So, he didn't think it was unfair for SBP to decline his claim based on the evidence he had submitted.

Our investigator suggested Mr B obtain an independent report to demonstrate whether the turbo was either faulty, not fitted correctly or something to show there had been a breach of contract or misrepresentation and he could submit this to SBP for further consideration. Mr B at this time informed our investigator that he had already had the turbo replaced and sent in an invoice of the works that had since been completed. He explained he needed a working car and had been waiting for a significant amount of time for matters to be resolved. He remained unhappy and wanted the complaint to be referred to an ombudsman.

As things weren't resolved the complaint has been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Firstly, I'd like to reassure Mr B, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of his complaint in this decision as I'm required to decide matters quickly and with minimum formality.

I would add that I'm sorry to hear that Mr B is unhappy with the turbo. But it may be helpful to explain that I need to consider whether SBP – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr B's claim. It's important to note SBP isn't the supplier. S.75 is a statutory protection that enables Mr B to make a 'like claim' against SBP for breach of contract or misrepresentation by a supplier paid using a SBP credit card for the provision of goods or services. But I want to explain from the outset that I can only consider Mr B's complaint on that narrow basis – that is, whether it was fair and reasonable for SBP to respond to his claim in the way that it did.

There are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met and SBP also appears to agree that s.75 applies.

To make a claim for misrepresentation, Mr B would need to evidence that the turbo has been misrepresented to him, that he relied on the misrepresentation and that this caused him to

suffer loss. We generally assess cases using the definition of a misrepresentation as, an untrue statement of fact or law made by one party (or his agent) to a second party which induces that second party to enter the contract, thereby causing them loss.

In order to uphold Mr B's s.75 claim on the basis that there has been a breach of contract, Mr B would need to evidence that M breached a term of the contract – and that caused him to suffer loss. He would have to show that either, there was a breach of an express term of the contract (for example he wasn't given the specific turbo he paid for under the contract) or whether there has been a breach of an implied term. The Consumer Rights Act 2015 (CRA) implies terms into the contract that the goods must be of satisfactory quality, aspects of which include goods being durable and free from minor defects. The CRA also sets out that any services carried out must be carried out exercising reasonable care and skill. The CRA also sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

Evidence

However, in order to assess either a claim for misrepresentation and/or a breach of contract – I'd need to see evidence that the turbo was faulty to begin with or not installed correctly. Or some evidence that the turbo installed was not what was offered under the contract. Any evidence also demonstrating that the problems the car experienced following the installation was caused by the incorrect original installation of the turbo would also be considered.

But other than Mr B's testimony that he believes he was entitled to a new turbo, that he wasn't given a new turbo, that a second hand one was installed instead which led to all the problems he experienced with the car – he hasn't provided any evidence to support his beliefs. I appreciate he says garage A told him that the turbo hadn't been replaced but the invoice from garage A submitted doesn't show this. It does show faults noted but this was from November 2023 after the car had been declared off road for 6 months and had other works carried out on it. Having faults so long after installation, isn't sufficient to show that M hadn't carried out the installation correctly or hadn't given him the turbo he was entitled to – so this isn't sufficient evidence of a breach of contract or misrepresentation. I have to also bear in mind while Mr B says he'd returned to M several times after installation – he hasn't been able to provide any invoices, quotes, communications or breakdown of works to demonstrate this.

I can see Mr B has visited a number of garages and paid to have a number of repair works carried out. But none of this shows that there has been a breach of contract or misrepresentation on the part of M that SBP would now be responsible for. It simply shows his car needed and had a number of works which were carried out by other garages. But not why, or how that's related to the original turbo. Nothing he's provided proves that the turbo was faulty, not as described or not installed correctly when initially installed in October 2022.

As Mr B is making a claim over six months after the sale, as explained by our investigator, SBP would only be liable to offer a remedy, if Mr B could establish with evidence that the turbo was either, defective to begin with or was of unsatisfactory quality at the time of sale, or wasn't installed exercising reasonable care and skill. Or that the turbo had been misrepresented to him and that caused him loss. But all of that rests on Mr B providing evidence to support that claim – and I don't think it was unreasonable for SBP to conclude that Mr B hasn't submitted sufficient evidence to demonstrate that in this case.

I want to reassure Mr B that I am not saying that something hasn't gone wrong. It's clear that Mr B has experienced problems with the car and has visited several garages, paid for diagnostics tests and repair work to try to resolve matters. I am not underestimating the difficulties he has experienced or the stress this would have caused. But as explained

above, I can only assess Mr B's complaint, on a narrow basis – whether there is a breach of contract or misrepresentation that M made that SBP would now be responsible for. And I don't think it was unreasonable for SBP to conclude that there is insufficient evidence here to support either claim. Under the CRA, Mr B must evidence the breach of contract or misrepresentation – and that is usually done with an independent report from an expert proving his claims.

I can see our investigator also recommended Mr B to obtain an independent report to help him progress his claim further, but Mr B says he has now had the turbo replaced. It's not clear whether the turbo was disposed of or whether Mr B retained it, but it's no longer installed in his car. So, I think the options are very limited for a successful s.75 claim. This is because he can't have the turbo inspected to verify that it was faulty or not installed correctly. He also can't have it repaired, and he may no longer be able to reject the turbo and give it back if he didn't retain it. Therefore, I think it would be difficult for him to ask SBP to reconsider his claim any further as he can no longer provide any further evidence of a breach of contract or misrepresentation. And there's insufficient evidence to demonstrate that the turbo wasn't of satisfactory quality or wasn't installed correctly based on the evidence that is currently available.

Chargeback

As explained by our investigator, the chargeback scheme allows consumers to ask for a refund from merchants under specific circumstances such as goods being faulty or not as described for example. But there are strict timescales set down by the card schemes operators for when chargebacks have to be requested and this is usually 120-days from the transaction date. As Mr B didn't contact SBP until November 2023, he would have been out of time to raise a claim through this scheme, so I don't think it was unreasonable for SBP to focus on his s.75 claim instead.

Overall, I don't think there's sufficient evidence that there's been a breach of contract or misrepresentation. So, I don't think SBP acted unfairly for declining this claim. While I am sorry to hear Mr B is unhappy, with s.75 in mind, I don't find there are grounds to direct SBP to offer a remedy at this stage. I also don't think he could've claimed a refund through the chargeback scheme so he hasn't lost out because of anything SBP might have done or not done.

I'm very sorry that I haven't been able to help Mr B any further, but I should point out Mr B doesn't have to accept this decision. He's also free to pursue the complaint by more formal means such as through the courts.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 6 November 2025.

Asma Begum
Ombudsman